## SOCIAL AND **PERSONAL**

A Hint of Life.

Don't look for the flews as you go through life:

through life;
And even when you find them.
It is wise and kind to be somewhat blind,
And lock for the virtues behind them;
For the cloudiest night has a hint of light
Somewhere in the shadows hiding.
It is better by far to hunt for a star
Than the spot on the sun abiding.

The world will never adjust itself
To suit your whims to the letter;
Some things must go wrong your whole

life long;
And the sooner you know it the better,
It is folly to fight with the infinite,
And to go under at last in the wrestle;
The wiser man shapes into God's good

As the water shapes into a vessel.

—Ella Wheeler Wilcox.

Would Have Gotten Flowers.

Would Have Gotten Flowers.

The Richmond Chapter, Daughters of the Confederacy, regretted very much to hear yesterday that the Hon. John Goode, president of the Constitutional Convention, would not attend its first reunion, held in Masenic Temple last night.

Mr. Goode is an honorary member of the chapter, and its members had destred, in token of their appreciation for his steadfast and loyal devotion to Virginia and the Confederacy, to send him as fragrant symbols of the chapter colors, a sheaf of red and white roses, which Governer Montague had consented to present. The roses will be blooming always for Mr. Goode, whenever he comes to Richmond, so the Daughters say, who are ever mindfall of the sympathy he has always shown, and the valuable help he has always sevended in the memorial work that they carry on as their greatest pleasure and highest duty.

At the "Booke Shope."

At the "Booke Shope."

At the "Booke Shope."

For the lover of books and antiques no pleasanter loitering place can be found than the "Booke Shope," at No. 110 East Franklin Street, where the attraction of sales for all day and of a social cup of tea from 4 to 7 o'clock draws a pleasant crowd of visitors this week.

Vertender Mrs. Patterson and ladies of

Yesterday Mrs. Patterson and ladies of

rowd of visitors this week.

Yesterday Mrs. Patterson and ladies of
the Sheltering Arms Circle received with
Mrs. Preston Cocke and Mrs. Charles
Whitlock, of the Belle Harrison Circle;
the Misses Edwards, of the Loving Circle;
Mrs. Munday, Mrs. Nelson and Mrs. King,
of the Woodbridge Memorial Circle.
In charge of the tea room was Miss
Sarah Baughman and her friends, Miss
Mary Draite, Miss Bessie Watson, of Danville; Miss Nora Weisiger, Miss Charlotte
Miller, Miss Josephine Budd, of Petersburg; Miss Nannie Waddill, Miss Nellie
Gordon, Miss Mollie Bridges, of Ashland,
Va.; Miss Mary Drewry, Miss Lucy Dwyer, Miss Nora Houston and Miss Avis
Grant. These young laddes rendered the
scrving of tea and muffins a delight for
those whom they served.

Kate Wheelock Whist Club.
The Kate Wheelock Whist Club.

The Kate Wheelock Whist Club met Wednesday afternoon with Mrs. Willard Craig. Those scoring north and south were Mrs. Craig and Mrs. E. A. Shepherd; east and west, Mrs. Franklin and Mrs. R. G. Nelson. The club will meet next week with Mrs. Williams, at No. 210 East Franklin Street. Shamrock Tea.

Shamrock Tea.

The Ladies' Benevolent Society of the Second Presbyterian Church will celebrate St. Patrick's Day and give pleasure to a number of their friends, by holding a "Shamrock Tea." in the chapel of the church, at \$:30 o'clock. An attractive programme with musical and other features has been arranged by Mrs. D. T. Williams, chairman of the Refresiment Committee, and other ladies in charge.

The Young Girls' Society, of which Aliss Ella Binford is president, will have a table on which aprons, stocks and other fancy and useful articles will be displayed for sale.

Monthly Meeting of Dames.

Monthly Meeting of Dames.

The regular monthly meeting of the Colonial Dames will be held March 22d, in the home of Mrs. Herbert A. Claiborne, No. 600 West Grace Street, at 4:50 clock P. M.

Mr. and Mrs. Jacokes Honored. Mr. and Mrs. Jacokes Honored.

Mr. and Mrs. S. B. Adkins, of No. 5is
West Grace Street, entertained at an elegant dinner party last evening, in honor
of Mr. and Mrs. W. Harrison Jacokes,
of Clarksburg, W. Va. Guests to meet
Mr. and Mrs. Jacokes were Mr. and Mrs.
H. Clay Lynn, Miss faula Williams and
Messrs. E. W. Gates, Hawthorn Elsom
and B. B. Van Buran.

Mrs. D. W. G. Vaughn, of Floyd Avenue, was the charming hostess of a delightful luncheon given Wednesday. Her
sister, Mrs. Jacokes, was the guest of
honor on this occasion.

Annual Roard Meeting

Annual Board Meeting.

Annual Board Meeting.

The annual meeting of the Board of the Retreat for the Sick was held from 11 A. M. to 2 P. M. yesterday.

Mrs. Annie E. Warren was re-elected president of the board. Other officers, representing different churchs that were elected, included Mrs. D. W. Moscley, of the Christian Church, first vice-president; Mrs. H. W. Shelton, of the Englist Church, third vice-president; Mrs. H. W. Shelton, of the Englist Church, third vice-president; Mrs. W. J. Blunt of the Presbyterian Church, fourth vice-president; Mrs. W. F. Richardson, of the Methodist Episcopal Church, fifth vice-president; Mrs. W. N. Hamlet, the board of the Christian Church, fifth vice-president; Mrs. W. N. Hamlet, recording secretary; Mrs. W. N. Hamlet, recording secretary; Mrs. Minettree Folkes, corresponding secretary; Mrs. Minettree Folkes, corresponding secretary; Mrs. Jake Temple, treasurer.

Recital at Worman's Club.

Thurston's school: Misses Eula Balley, Bealan, Anthony, Myrle Owen, Maggle Bryan, Index Dillard, Gladys Neale, Octation, Maggle Bryan, Index Dillard, Gladys Neale, Octation, Margle Owen, Maggle Bryan, Index Dillard, Gladys Neale, Octation, Margle Owen, Maggle Bryan, Index Dillard, Gladys Neale, Octation, Margle Owen, Maggle Bryan, Index Dillard, Gladys Neale, Octation, Margle Owen, Maggle Bryan, Index Dillard, Gladys Neale, Octation, Margle Owen, Maggle Bryan, Index Dillard, Gladys Neale, Octation, Margle Owen, Maggle Bryan, Index Dillard, Gladys Neale, Octation, Margle Owen, Maggle Owen,

Recital at Woman's Club.

Mrs. W. E. Thurston will direct a recital at the audience room of the Woman's Club this evening, beginning at 8:30

k. entertainment is under the direction A very attractive programme will be rendered by the following pupils of Mrs

PRICES



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Polk Miller's Celery Sarsaparilla Compound. It purifies the BLOOD. The best and most agreeable SPRING TONIC you can take. Sold at either store.

Price, 50c. DOLK MILLER DRUG COMPANY. TOLK MILLER-CHILDREY CO.

## POEMS YOU OUGHT TO KNOW

Whatever your occupation may be, and however crowded your hours with affairs, do not fall to secure at least a few minutes every day for refreshment of your inner life with a bit of poetry.—Professor Charles Eliot Norton.

No. 445.

## KNOW YE THE LAND.

By LORD BYRON

The following lines are the introductory portion of the poem entitled "The Bride Abydos." Other selections from Byron, together with his portrait, autograph and graphical sketch, have already been printed in this series! "Gui" means "Rose."



NOW ye the land where the cypress and myrtle Are emblems of deeds that are done in their clime? Where the rage of the vulture the love of the turtle, Now melt into sorrow, now madden to crime? Know ye the land of the cedar and vine, Where the flowers ever blossom, the beam's ever shine; Where the light wings of Zephyr, oppressed with perfume Wax faint o'er the gardens of Gul in her bloom; Where the citron and olive are fairest of fruit, And the voice of the nightingale never is mute:

Where the tints of the earth, and the hues of the sky, In color though varied, in beauty may vie, And the purple of ocean is deepest in dye; Where the virgins are soft as the roses they twine, And all, save the spirit of man, is divine? 'Tis the clime of the east; 'tis the land of the sun-

Can he smile on such deeds as his children have done? O! wild as the accents of lovers' farewell Are the hearts which they bear, and the tales which they tell.

This series began in The Times-Dispatch Sunday, October 11, 1903. One is published each day

## The Times=Dispatch Patterns.



#### LADIES' WRAPPER OF

HOME GOWN.

No. 2170-This graceful wrapper would mak feature is the big cape collar which gives

broad shoulder offect and which always is becoming. The model is a simple as well as attractive one and is made with a gathered flounce which is joined to the lower edge. The sleeves are the moderately full ones with shaped cuffs that are by far the most satisfac tory for morning wear, and the neck is finished with the always comfortable roll-over coliar. For a lady of medium size the wrapper will regulie 11 yards of material 27, \$1-2 yards 32, or 6 1-4 yards 44 inches wide. pattern No. 2170 is cut for sizes 32, 34, 36, 38 and 49 inch bust.

Pattern No. 2170-Sizes 33 to 40 Bust.

Send 10 cents to obtain this pattern, postpaid and the size, name and address to THE TIMES-DISPATCH PATTERN DEPT., Rich mond, Va.

	No. 2170.	Sherron
Size		NORTH
Name		
Address		

Miss Ethel Virginia Byrd, daughter of Mrs. Mary F. Byrd, of No. 322 Lincoln Street, Portsmouth, and Mr. Herbert Richard Hodges, of Portsmouth, were married Wednesday night, at the home of the bride's mother, by the Rev. J. K. Jolliff, pastor of the Wright Memorial M. E. Church. A large number of relatives and friends witnessed the ceremony, and a reception was held after the marriage. riage.

Taylor-Williams.

Miss Mamie Edna Williams and Mr Karl Dixon Taylor were united in matri-mony at the home of the bride, No. 905 West Highland Avenue, Brambleton, Nor-folk, at 7 o'clock, Wednesday night, by West Highland St. Wednesday night, by the Rev. J. H. Hamric. The parlors were tastefully and elaborately decorated in honor of the event, and the ceremony was witnessed by quite a large number of the friends of the bride and groom, A handsome reception followed the wedding. A handso.

Epes—Yerby,

Miss Grace Darling Yerby, of Frederleksburg, and Mr. Frank Epes, of Blackstone, were quietly married Wednesday
afternoon, at the rectory of St. John's
Episcopal Church, Petersburg, Miss Evelaw Ebas dester of the groom was maid Episcopal Church, Petersourg, Alss Feve-lyn Epes, aister of the groom, was maid of hohor, and Mr. Watts Manson was best man. The bride wore a gown of tan broadcloth, with hat and gloves to instell. Miss Epes was gowned in a black net over red taffetu, and wore a large picture hat. Mr. and Mrs. Epes left for a Northern trip. Quality considered, than any other

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19 W. Broad St., Richmond, Va.,
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136 N. Sycamore St., Petersburg, Va.

Ing's residence, folk,

Mr. Kenneth Cobb is the guest of his sister, Mrs. Arthur G. Lewis, in Bolssevain Avenue, Norfolk,

Waysville, has

Miss Neille Rudd, of Keysville, has returned to her home after a pleasant visit to Miss Neille Montague, in this city.

Mrs. Thomas Williams and children have returned to their home in Rich-mond after a visit to Dr. and Mrs. F. J. Gregory, in Keysville.

Mrs. J. A. Bailey, of Keysville, is vis-iting, her mother in this city.

Mrs. C. A. Hunt has returned to Keys-ville after a stay of some weeks with triends in Richmond. Mr. Dorr Clarke and Professor A. B. Bowering, of Fredericksburg, are in the city for a short visit.

Misses Nannie Seddon and Aatheine Walkins are the guests of Mr. and Mrs. B. M. Rosebro, in Fredericksburg.

Mrs. G. R. Farmer and daughter are here for a visit to Mrs. Farmer's mother.

mother,

Mrs. Harry H. Pattie, of Roanoke, spent several days in the city this week. Misses Nannie Seddon and Katherine cousin. Miss Elizabeth Charlton, on Roanoke Avenue, Newport News.

# **CUSTODY** OF CHILD

Supreme Court of Appeals Decides Interesting Case of Divided Family.

MUST TRANSMIT MESSAGES

Federal Constitution Not Applicable to Umstadter Case. A Local Case.

In the Supreme Court of Appeals of Vir ginia yesterday opinions were handed down in four cases, the appellate cours reversing the lower courts in three of the four cases. Judge Buchanan wrote the opinion of the court in two cases Judge Harrison in one, and Judge Whit-

thereto the entire output of the Oriental mills for a year under certain conditions and a specified price. Subsequently the Oriental Lumber Company sold its business to the Blades Company and entered into a contract with the Blades Company wherein the latter covenanted to execute the contract and to indemnify and save harmless the Oriental Company. A difference arose between the Blades and American Lumber Companies as to the condition in which the lumber was to be delivered. The Oriental Company conceded the correctuess of the American Company's construction of the contract. The Oriental Company at an agreed flure and then mercan suit against the Blades Company for breach of contract. The refusal of the lower court to allow plaintiff to show that there was a verbal contract between it and the American Lumber Company was assigned as error.

In its opinion the court says, as to this question, that if the contract between the plaintiff and defendant is strictly one of indemnity it is well settled that the indemnite cannot recover until he has suffered loss; but that the contract in this case is not one of mere indemnity; that the agreement is not in the alternally to deliver the lumber or to indemnity and save harmless, but is a direct and positive engagement to deliver the lumber; and the law is stated that where the indemnite holds not merely an agreement to indemnity and save harmless, but is a right of action before he has suffered any direct damage himself. It is held that the instruction given by the court also holds that evidence as to the cuatom or usage of the trade in delivering lumber was not admissible if not set to my many and a court of the trade in delivering lumber was not admissible if not set to my many and the plaintings; but when properly pickeded is clearly admissible; and whether such custom for usage is established is a question for the jury under proper instructions. By far the most interesting case decided, from the standpoint of the layman, is the appeal from the ruling of a lower court in a hapens corpus proceeding brought by a father to secure the custody of his two children, now in the custody of the mother, who had deserted, her husband. In this case the court emphasizes the law which entites the husband to the custody of his children unless it be shown that he is not capable of or falls to provide a support for his wife and children, and that he is a fit and proper person to have and to care for the children.

children.
The case in question is that of Taylor yes. Taylor, from the Circuit Court of Norfolk county, Judge George M. Harrison delivering the opinion of the court, reversing the trial court and remanding the case for further proceeding in accordance with the opinion. In this case the husband sued out a writ of habeas corpus to secure the custody of two small children, both of whom had been taken by the mother in her abundonment of her corpus to secure the custody of two small children, both of whom had been taken by the mother in her abandonment of her husband's home in Cape Charles, va. The wife, without sufficient cause, deserted her husband, carrying the children with her, and went to her brother's home. The husband vanly besought her to return, but she positively refused, whereupon he instituted the proceeding for the custody of the children. The wife set up as her defense that she was cruelly and harshly treated by her husband. The evidence in the case failed to sustain her claim, and, on the contrary, established the fact that the husband was industrious, kind, thrifty and fairly prosperous, and bore an excellent reputation in his community. The appellate court holds that there can scarcely be but one opinion under the facts and circumstances established, and that is that both the paramount right of the father and the welfare of the children demand their restoration to him, both the mother and her brother being unable to provide for them, as they should be cared for.

The court expresses the hope that re-

The court expresses the hope that re flection will satisfy the respondent that her own happiness and, above all, the her own happiness and above all, the welfare of her children imperatively demand that she should accept her husband's invitation and return to the comforts and protection of his home; and with the view of bringing about this reconciliation, the case is remanded to the Circuit Court, with direction to enter an order requiring the prompt delivery of the older of the children, William Thomas, to the father. As to the younger child, Elia Charlotte, the case is directed child, Ella Charlotte, the case is directed to be continued for six months, and if to be continued for six months, and it within that time the wife returns with the child to her husband's home, the case will be dismissed; but if at the end of that time she has not done so, an order will be entered requiring the immediate delivery of that child to the father, if he shall desire it.

Telegraph Company Loses.

Telegraph Company Loses.

In the case of the Postal-Telegraph Cable Company vs. Umstadter, from the Court of Law and Chancery, of Norfolk city, the opinion of the court, delivered by Judge Buchanan, is an affirmance of the judgment of the lower court. The case grew out of the recovery by the detendant in error of \$100 for the failure of the company to transmit a message delivered to one of its messenger boys by Mr. Umstadtor.

The telegraph company in its appeal contends that the statute of Virginia applicable in the case was unconstitutional, in so far as it violates the Interstate Commerce clause of the Federa' Constitution. The court holds that the default in this case occurred wholly within the State and not in another State, and quotes in support of its contention the decision of the United States Supreme Court in a Georgia case which differs from this case only in the respect that in the Georgia case the message in question was sent from one point in Georgia to another, and was not delivered after transmission. The opinion of the court deals wholly with the question of Juriediction raised by the appellants.

Oriental Company Wins.

Oriental Company Wins.

Oriental Company Wins.

In the case of the Oriental Lumber
Company vs. the Blades Lumber Company, an interesting case involving the
question of verbal contracts, the opinion
of the court written by Judge John A.
Buchanan, reverses the judgment of the
Court of Law and Chancery of Norfolk
city and remands the cause.

In this case the Oriental Lumber Company entered into a contract with the
American Lumber Company to deliver

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An Interesting Richmond Case

OPINIONS DELIVERED.

tled by Supreme Court.

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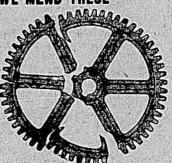
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and Equity Court of city of Richmond, Re-

der proper instructions.

An Interesting Richmond Case.

In the case of Blair vs. the Security Bank, from the Law and Equity Court of the cluy of Richmond, the opinion of the court is written by Judge Stafford G. Whittle and reverses the judgment of the lower court and remands the case. A verdict was rendered in the lower court giving judgment and interest insamuch as upon its determination depends the hability of other stockholders in the firm of Johnson Brothers, Interest insamuch as upon its determination depends the hability of other stockholders in the firm and the case is that the preferred stockholders of the Johns Brothers Co., antered into an agreement with the Security Bank for the loan of \$19,000 by the bank, the said stockholders to be liable for the proportion of the entire debt represented by that of his stock to the entire stock of the firm. It was contended by the firm that the agreement was not to become binding upon all the stockholders until all had signed the seme. It appears that before this was done the loan was negotiated, and the bank brought this suit and the lower court gave judgment for it.

It appears that the signing of the agreement was the result of several meetings of the stockholders of Johnson Brothers & Co., for the purpose of devising ways and means of relieving the company from financial embarrassment, and the minutes of the meetings show that this manner of raising money was recommended by a committee and adopted. In its statement of the case the court states that, there was evidence tend ng to show that at these meetings, at which the cashier and representatives of the Security Bank, A. Belrne Blair, was present, it was understood and agreed that the agreement was not to become operative or binding upon any of the stockholders.

This constituted Blair's main defence.

The first assignment of error is to the bank had knowledge, and upon those with, and that the paper was prepared with that understanding of which the bank had knowledge, and upon these bank had knowledge, and

and Equity Court of city of Richmond. Reversed.

Potitions for appeal:
Wilson, Trustee, vs. Langhorne, Corporation Court of city of Lynchurg. Appeal and supersedeas. Bond. 1506
Robson's Windlin county. Appeal and supersedeas. Bond. 1506
Robson's Windlin county. Appeal and supersedeas. No bond.
Brady vs. Commanwealth. Circuit Court of Wythe county. Writ of error refused.
Glean vs. Murphy. Law and Equity Court of city of Richmond. Writ of error refused.
Phipps vs. Richmond Iron Works. Circuit Court of city of Newport News. Writ of error refused.
Riverside Cotton Mills vs. Cassidy. Corporation Court of city of Danville. Writ of error refused.
Morion vs. Sioddard. Circuit Court of city of Newport News. Appeal refused.
Portsmouth Hustings Court of city of Portsmouth Writ of error refused.
Norfolk and Westera Railway Company vs. Town of Sunfalk. Circuit Court of Newson Sunfalk. Circuit Court of Henry County. Rehearing refused.
Norfolk and Westera Railway Company vs. Town of Sunfalk. Circuit Court of Henry county. Rehearing refused.
Worfel & Williams vs. Kinnear Manufacturing Company. Court of Law and Chuncery of city of Norfolk. Richaering stated.

Supreme Court Proceedings. to the business in hand, and were, therefore, admissible in evidence, against the bank.

Two instructions were asked for by the defendant, which told the jury that if they believed from the evidence that W. Harrison Blair signed the agreement with the express understanding that it was not to be delivered to the bank or binding until executed by all the preferred stock-holders of Johnson Brothers & Co., and that before it was executed by all it was delivered to the bank, etc., then the agreement is not binding upon the defendant. These are held to have been properly refused because they omitted the essential element of knowledge on the part of the bank of the alleged conditional execution and delivery of the contract. The first of the two instructions substituted by the court for those reclused is held to be erroneous, because the sufficiency of the defendant, with the express understanding that it was not to be delivered to the bank or be binding until all the preferred stockholders had signed it, is made to decend upon his having signed it on a particular day. The court says that under his pleading mon est factum it was competent for the contract was delivered as an escrow, notwithstanding the fact that it way have been signed by him on a day other than that named in the netructions. The second of the court's instructions is also held to be erroneous.

Supreme Court Proceedings. Supreme Court Froceedings.
Proceedings of the Supreme Court of Appeals yesterday wers:
Williamson vs. Southern Railway Company.
Argued by C. V. Meredith for plaintiff in error and Henry W. Anderson for defendant in error and subhysted.
Mickens vs. Phillips. Argued by Roswell Page for appellant, and continued until to-morrow.

Morrow.

Next cases to be called are:
Builer vs. News Leader Company,
Scaboard and Rosnoke Ballroad Company
vs. Vaughan's administrative and Winifree
vs. Jones, being Nos. 69, 70 and 71 on argument
docket.

Several Important Matters Set-CHAMBERLAIN'S COUGH REMEDY contains absolutely nothing injurious and for coughs, colds, croup and wheoping cough it has no equal. For sale by all

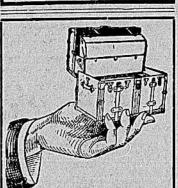
By Judge John M. Buchanan:
Orlantal Lumber Company vs. Blades Lumber Company, Court of Law and Chamery of city of Norfolk. Reversed.
Postal Telesraph Cable Company vs. Umstadier. Court of Law and Chancery of city of Norfolk Affirmed.
By Judge Georse M. Harrison.
Taylor vs. Taylor, Circuit Court of Norfolk county, Reversed.
By Judge Starford O. Whittle:
W. Harrison Blair vs. Security Bank. Law



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